

California Department of Transportation

ADMINISTRATION

DIVISION OF PROCUREMENT AND CONTRACTS

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SACRAMENTO, CA 95816-7006

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<https://dot.ca.gov/programs/procurement-and-contracts/>



December 27, 2023

Invitation for Price Quote (IFPQ) IFPQ # 02A2261 Notice to Prospective Contractors

You are invited to review and respond to this Small Business (SB) Invitation for Price Quote (IFPQ), **IFPQ 02A2261** entitled **Security Camera Replacements, Redding CA**. In submitting your quote, you must comply with the instructions found herein.

"This solicitation is authorized pursuant to Government Code Section 14838.7, which provides for the award of contracts for the acquisition of construction, including the erection, construction, alteration, repair, or improvement of any State structure, building, road, or other State improvement of any kind, that has **an estimated value of greater than \$5,000.00, but not more than \$388,000.00**, to a certified SB, including a micro business (MB), SB for the purpose of public works (SB-PW), or a disabled veteran business enterprise (DVBE). A bid over \$388,000.00 will result in rejection of your bid due to non-responsiveness."

Note that all Agreements entered into with Caltrans will include, by reference, General Terms and Conditions (GTC 04/2017) and Contract Certification Clauses (CCC 04/2017) that may be viewed and downloaded at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.

This contract requires Prevailing Wages if the total bid amount exceeds \$15,000. If the total bid amount is under \$15,000, then Prevailing Wage language will be removed prior to award. Refer to **Attachment 8, Proposed Form of Agreement**, for requirement details.

In the opinion of the California Department of Transportation (Caltrans), this IFPQ is complete and without need of explanation; however, if you have questions, or should you need any clarifying information, the contact person for this IFPQ is:

John Leyva
California Department of Transportation (Caltrans)
Email address: John.Leyva@dot.ca.gov
Cell: (279) 599-2837

Please note that no **verbal** information given will be binding upon Caltrans unless such information is issued in writing as an official addendum.

Sincerely,

John Leyva
Contract Analyst

*Technical questions regarding this solicitation will be addressed, in writing and at a Mandatory Site Inspection. See **Section C1, Time Schedule**, for more details.

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2. Contractor Certification Clauses (04/2017)
3. Non-Collusion Declaration to be Executed by Bidder and Submitted with Bid for Public Works
4. Bid/Bidder Certification Sheet
5. Bidder's Acknowledgement of Prevailing Wage Requirements
6. Darfur Contracting Act Certification
7. Required Attachment Checklist
8. Proposed Form of Agreement (STD 213)
 - Exhibit A, Scope of Work
 - Exhibit B, Budget Detail and Payment Provisions
 - Exhibit C, General Terms and Conditions
 - Exhibit D, Special Terms and Conditions
 - Exhibit E, Additional Provisions

A) Purpose and Description of Services

1. Contractor agrees to provide to the California Department of Transportation (Caltrans) all labor, materials, supplies, parts (including all types of mounting brackets and conduit), equipment, travel, and incidentals necessary to provide and install 23 National Defense Authorization Act (NDAA)-compliant security cameras and a NDAA-compliant Network Video Recorder (NVR), throughout the Caltrans District 2 Facility.
2. Subcontracting is not permitted under this Agreement. All references to subcontracting or Subcontractors as found herein are not applicable to this Agreement.
3. The services shall be performed at Caltrans District 2 Office, located at **1657 Riverside Drive, Redding, CA 96001**, within Shasta County.
4. Refer to the **Proposed Form of Agreement, Exhibit A**, which is attached to this IFPQ as **Attachment 8** for a more complete description of services.

B) Bidder's Minimum Qualifications

1. Bidder must possess, at the time of bid submittal and for the duration of the Agreement, a current and active **C-7 (Low Voltage Systems Contractor) or C-10 (Electrical Contractor)** license issued by the California Contractors State License Board (CSLB). Caltrans will verify bidder's CSLB license, it is not necessary to provide a copy.
2. Bidder shall possess at the time of bid submittal and for the duration of the Agreement, a valid and current registration with the Department of Industrial Relations (DIR). Caltrans will verify bidder's DIR registration, it is not necessary to provide a copy.
3. By submitting its bid, Bidder certifies, under penalty of perjury, that its Contractors State License Board (CSLB) license is in a classification appropriate to the work to be undertaken as identified in the **Proposed Form of Agreement, Exhibit A, Scope of Work, Attachment 8**. This requirement has also been added in the **Proposed Form of Agreement, Exhibit E, Attachment 8**. Refer to **Section C, Price Quotation Requirements and Information, Section 11, Contractor's License**, for submittal requirements.
4. Failure of Bidder to sufficiently provide any or all the minimum qualifications, in the opinion of Caltrans, will result in the Bidder's bid deemed non-responsive.

C) Price Quotation Requirements and Information

1. Time Schedule

It is recognized that time is of the essence. All bidders are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

Event	Date	Time (Pacific Time)
IFPQ available to prospective bidders	12/27/2023	
Mandatory Site Inspection	01/04/2024	10:00 a.m.
Written Question Submittal	01/04/2024	2:00 p.m.
Final Date for Quote Submission	01/11/2024	2:00 p.m.
Proposed Award Date (estimate)	01/29/2024	

2. Mandatory Site Inspection

- A Mandatory Site Inspection is scheduled at **10:00 a.m., 01/04/2024**, at **1657 Riverside Drive, Redding, CA 96001** for the purpose of discussing concerns regarding this IFPQ.

- B. In the event a potential prime contractor is unable to attend the Mandatory Site Inspection, an authorized representative may attend on its behalf. The representative may only sign in for one (1) company.
- C. All prospective contractors are to be assembled at Caltrans, **1657 Riverside Drive, Redding, CA 96001**, at **10:00 a.m.** Bidders must sign in (on the sheet provided) upon arrival and sign out upon completion of the walk-through activities. Failure to comply with these provisions **may result in the rejection of your quote**. Caltrans will conduct the site inspection of the facilities and disseminate any additional information to participants, if necessary.

3. Reasonable Accommodation

For bidders who have and need assistance due to a physical impairment, a reasonable accommodation will be provided upon request for the site inspection. The bidder must call the designated Contract Analyst contact no later than the fifth (5th) working day prior to the scheduled date and time of the Site Inspection to arrange for a reasonable accommodation.

4. Questions and Answers

- A. Questions regarding this IFPQ must be submitted in writing. Bidders are encouraged to submit their written questions by **01/04/2024**.
- B. Written questions must include the individual's name, firm name, complete address, and must reference **IFPQ No. 02A2261** Questions must be sent to the following email:

Email: John.Leyva@dot.ca.gov

- C. Written responses to all questions will be collectively compiled and posted, as an Addendum, to the Cal eProcure website (<https://caleprocure.com/pages/index.aspx>). It is the responsibility of the Bidder to access the website for any changes or addenda that may be posted. Refer to this **IFPQ, Section C1, Time Schedule**, for the schedule of events and dates/times. It is the responsibility of the bidder to check Cal eProcure for all addenda. Bidder can contact the Contract Analyst named above.

5. ADM-1412 – Bid Proposal

The total bid proposal for this Agreement must not exceed \$388,000.00. A bid proposal over \$388,000.00 will be deemed non-responsive and will be rejected.

6. Costs Included in Bid Rate

Quotation prices/rates shall include the cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, contract bond premiums, and any other taxes or assessments, **including, but not limited to, sales and use taxes** required by law or otherwise and no additional allowance will be made thereof unless separate payment provisions in the Agreement should specifically so provide.

7. Employment of Undocumented Workers

No State agency or department, as defined in Public Contract Code Section 10335.7, that is subject to this code, shall award a public works contract to a bidder or contractor, nor shall a bidder or contractor be eligible to bid for or receive a public works contract, who has, in the preceding five (5) years, been convicted of violating a State or Federal law regarding the employment of undocumented workers (Pub. Cont. Code Section 6101).

8. State Prevailing Wages

State General Prevailing Wage Rates will apply for the County of Shasta as described in the attached **Proposed Form of Agreement (Attachment 8)**. The predetermined general prevailing wage rates published by the Director of Industrial Relations (DIR) may be obtained via the Internet at <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm> or by contacting the Contract Analyst

listed on the first page of this solicitation. It is the bidder's responsibility to use the correct classification determination published by the DIR.

9. Mandatory Organic Waste Recycling

Contractor generating organic waste or commercial solid waste shall arrange for the recycling services required by this section in a manner that is consistent with State and local laws and requirements, including a local ordinance or local jurisdiction's franchise agreement, applicable to the collection, handling, or recycling of organic waste and commercial solid waste. This requirement does not modify, limit, or abrogate the Contractor's right to sell or donate its recyclable organic waste materials consistent with the requirements of Public Resources Code Section 42649.8 et seq. When applicable, Contractor must comply with these provisions.

10. Motor Carrier Permit Requirements

- A. Contractor is responsible for determining whether California Vehicle Code Sections 34601 and 34620 require Contractor to have a valid Motor Carrier Permit (MCP) issued by the Department of Motor Vehicles (DMV) in order for Contractor to lawfully perform any part or aspect of the work described in Exhibit A, Scope of Work, and, if California Vehicle Code Sections 34601 and 34620 do require same for any part or aspect of such work, Contractor must have a valid MCP(s) issued from the DMV for its services as a Motor Carrier of Property under this Agreement. Contractor shall pay any required fees necessary to obtain and maintain in good standing during the entire term of this Agreement any such required MCP(s).
- B. MCP(s), if any, required for Contractor's Motor Carriers of Property under California Vehicle Code Sections 34601 and 34620 shall be on file with Contractor for the duration of this Agreement. Upon request of Caltrans Contract Manager or their designee, Contractor must immediately provide to Caltrans a copy of the required MCP(s), if any.

11. Contractor's License

Bidder must have, at time of **bid submittal** and for the duration of the contract, a valid, current **C-7 (Low Voltage Systems Contractor) or C-10 (Electrical Contractor)** license issued by the CSLB, for the type of work to be performed. Bidder shall obtain, pay for, and maintain, in good standing, all necessary licenses and permits to accomplish the work. Bidders will be considered non-responsive unless proper licensing requirements are met. An invalid license will result in rejection of the bid. Positive verification of a valid license issued by the CSLB will be performed by Caltrans (Bus. and Prof. Code Section 7028.15).

12. Standard Title VI/Nondiscrimination Assurances (DOT Order No. 1050.2A)

Caltrans, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Statute 252, 42 USC Sections 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any Agreement entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

13. Non-Collusion Declaration for Public Works

Bidder must submit, as described herein, a non-collusion declaration for public works. The non-collusion declaration is attached to this IFPQ as **Attachment 3**. Failure to submit a complete declaration shall be grounds for rejection of bid.

14. Bonds

Payment Bond Requirement: If the successful bidder's bid exceeds \$25,000, the successful bidder shall furnish a Payment Bond for not less than 100 percent (100%) of the total amount payable by the terms of this Agreement. The Payment Bond is due prior to the start date of work. No work may commence without receipt of a valid Payment Bond. The Payment Bond must be in effect at all

times for the duration of the Agreement. If the Payment Bond expires during the term of the Agreement, a new Payment Bond must be provided to the Caltrans Contact Manager not less than 10 business days prior to its expiration. Failure to maintain a Payment Bond for the full term of this Agreement will be grounds for termination for default in addition to other legal remedies Caltrans may have. Inadequate or lack of a Payment Bond does not negate the Contractor's obligations under this Agreement.

15. Insurance

- A. The bidder, who receives the Agreement award, must provide a Certificate of Insurance providing proof of insurance to the Division of Procurement and Contracts within 10 working days from the date of notification of award. The State's Office of Risk and Insurance Management will review insurance certificates and/or proof of self-insurance documentation before execution of the Agreement. Refer to the **Proposed Form of Agreement, Exhibit E, (Attachment 8)**, for the applicable and specific Insurance requirements and coverage limits.
- B. The insurance carrier shall provide an endorsement for the additional insured statement as follows:

Caltrans, State of California, its officers, agents, and employees shall be included as additional insured, but only with respect to work performed for the State of California under this Agreement.
- C. The additional insured endorsement must accompany the certificate of insurance.
- D. Satisfying A Self-Insured Retention (SIR)

All insurance required by this Agreement must allow, but not require, the State to pay any SIR and/or act as Contractor's agent in satisfying any SIR. The choice to pay any SIR and/or act as Contractor's agent in satisfying any SIR is at the State's discretion. If the State chooses to pay any SIR and/or act as Contractor's agent in satisfying any SIR, Contractor shall reimburse the State for the same.

- E. Available Coverages/Limits

In the event the insurance coverages obtained by Contractor is broader in scope than, and/or the limits are higher than, those required under the Agreement, all such broader coverage and/or higher limits available to Contractor shall also be available and applicable to the State.

16. Darfur Contracting Act

- A. The Darfur Contracting Act, Public Contract Code Sections 10475-10481, applies to any company that currently or within the previous three (3) years has had business activities or other operations outside of the United States. The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with "scrutinized" companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code Section 10475. All bidders shall complete the **Darfur Contracting Act Certification form** and submit with bid. The Darfur Contracting Act Certification (ADM-0077) must be downloaded at <http://cefs2.dot.ca.gov/v2Forms/servlet/FormRenderer?frmId=ADM0077>.
- B. If your company has not, within the previous three (3) years, had any business activities or other operations outside of the United States, complete **Option 1 on the Darfur Contracting Act Certification Form**.
- C. A scrutinized company is a company doing business in Sudan as defined in Public Contract Code Section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for an Agreement with a State agency for goods or services (Pub. Cont. Code Section 10477(a)).

- D. Therefore, Public Contract Code Section 10478(a) requires a company that currently has (or within the previous three (3) years has had) business activities or other operations outside of the United States to certify that it is not a “scrutinized” company when it submits a bid or proposal to a State agency.
- E. A scrutinized company may still, however, submit a bid or proposal for a Contract with a State agency for goods or services if the company first obtains permission from the Department of General Services (DGS) according to the criteria set forth in Public Contract Code Section 10477(b).

17. Contractor Registration Program

- A. No Contractor or Subcontractor may be listed on a bid proposal for a contract with prevailing wages unless registered with the DIR, pursuant to Labor Code Section 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a)).
- B. No Contractor or Subcontractor may be awarded a contract with prevailing wages unless registered with DIR pursuant to Labor Code Section 1725.5.
- C. Caltrans will verify each of the registration numbers provided by the bidder prior to Agreement award. Bidders that do not possess the required DIR registration will be deemed non-responsive and rejected from further consideration in the solicitation process.

18. Price Quote Submittal

- A. The price quote must be emailed as described below. The price quote must be received by the Caltrans, Division of Procurement and Contracts (DPAC), by dates and times shown in **Section C, Price Quotation Requirements and Information, Item C1, Time Schedule**.

- B. The price quote email must be clearly marked with the IFPQ number and title must be marked with “PRICE QUOTATION SUBMITTAL”, as shown in the following example:

IFPQ Number: 02A2261

PRICE QUOTATION SUBMITTAL—DO NOT OPEN

- C. All quotes shall include the documents identified in the IFPQ; see the **Required Attachment Checklist, Attachment 7**. Quotes not including the proper “required attachments” shall be deemed non-responsive. A non-responsive price quote is one that does not meet the basic quote requirements.

- D. Only an individual who is legally authorized to bind the proposing firm contractually shall sign all documents requiring a signature, and each document must bear a signature.

- E. **Email to:** John.Leyva@dot.ca.gov

- F. Pursuant to Government Code Section 14838.7, Caltrans must receive at least two (2) price quotes from a certified SB/MB or DVBE before it can make an Agreement award. Therefore, at Caltrans’ discretion, if only one price quote is received, the timeframe for receipt of price quotes may be extended in order to receive the minimum number of quotes required by the Government Code. All prospective bidders will be notified via email or telephone of any extensions.

- G. Price quote must include the performance of all the services described herein. Any attempt to modify the Price Quotation document to deviate from the work specifications will not be considered and will cause a price quotation to be rejected.

- H. A price quote may be rejected if it is conditional, incomplete, or if it contains any alterations of form or other irregularities of any kind. Caltrans may reject any price quote on the basis that it is not responsive or from responsible bidder and may waive any immaterial deviation in a quote. Caltrans’ waiver of an immaterial defect shall in no way modify the IFPQ document or excuse the bidder from full compliance with all requirements if awarded the Agreement.

- I. Costs for developing price quotations and in anticipation of award of the Agreement are entirely the responsibility of the bidder and shall not be charged to Caltrans.
- J. A bidder may modify a price quote after its submission by first withdrawing the original price quote and then by resubmitting a new price quote prior to the price quote submittal deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- K. A bidder may withdraw a price quote by, prior to price quote submission deadline, submitting a written withdrawal request to Caltrans, signed by the bidder or an agent authorized in accordance with **Section L**, below. A bidder may thereafter submit a new price quote prior to the price quote submittal deadline. Price quotes may not be withdrawn without cause subsequent to price quote submittal deadline.
- L. Only an individual who is authorized to bind the bidding firm contractually shall sign the attached **Bid/Bidder Certification Sheet, Attachment 4**. The signature must also indicate the title or position that the individual holds in the firm. **An unsigned price quote shall be rejected.**
- M. Caltrans may modify the IFPQ prior to the date fixed for submission of price quotations by the issuance of an addendum sent to all parties who received an IFPQ package.
- N. Caltrans reserves the right to reject all price quotations for reasonable cause.
- O. Bidders are cautioned not to rely on Caltrans during its evaluation process to discover and report to the bidder any defects and errors in the submitted documents. Before submitting their documents, bidders should carefully proof them for errors and full adherence to the IFPQ requirements.
- P. Where applicable, bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the Agreement amount will be made due to a lack of careful examination of work sites and specifications.
- Q. Caltrans does not accept alternate Agreement language from a bidder. A price quote with such language will be considered a counter proposal and will be rejected. **The State's General Terms and Conditions (GTC 04/2017) are not negotiable.** The **GTC 04/2017** may be viewed at Internet site <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.

19. Evaluation and Selection

- A. When the quotes are opened, each price quote will be checked for the presence or absence of required information in conformance with the submission requirements of this IFPQ.
- B. Caltrans will evaluate each price quote to determine its responsiveness to Caltrans' needs.
- C. Price quotes that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, shall be rejected.
- D. The Agreement, if awarded, shall be awarded to the responsible bidder who submits the lowest price quote and meets all the specifications. A price quote meets the specifications if it complies with all the requirements in this solicitation. In the event of a tie quote, Caltrans will draw lots to determine the successful bidder. Only one (1) price quote may be submitted by an entity: individual, firm, partnership, corporation, joint venture, or combination thereof. Receipt of more than one (1) price quote from an entity will result in all quotes from that entity being rejected and returned to the bidder.

20. Standard Conditions of Service

- A. After award and execution of the Agreement, should Contractor fail to commence work within five (5) working days after notification of the starting date, or suspend work for a period of five (5) continuous working days after work has begun, Caltrans may provide five (5) calendar days

written notice, posted at the job site or mailed to Contractor, to timely prosecute and complete the work or the Agreement may be terminated and liquidated damages of \$500.00 assessed for administrative costs for re-bidding the work or awarding the work to another contractor. In addition, Contractor shall be liable to Caltrans for the difference between Contractor's quote price and the actual cost of performing the work by the second low bidder or by another contractor.

B. All performance under the Agreement shall be completed on or before the termination date of the Agreement.

C. Antitrust Provisions

1) Contractor offers and agrees and will require all of his other Subcontractors and suppliers to agree to assign to the awarding body all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 USC Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the public works Agreement or subcontract. The assignment made by Contractor and all additional assignments made by Subcontractors and suppliers shall be deemed to have been made and will become effective at the time the awarding body tenders final payment to Contractor without further acknowledgment or the necessity of tendering to the awarding body any written assignments.

2) If an awarding body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Government Code Sections 4550-4554, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, on demand, recover from the public body any portion of the recovery, including treble damages, and attributable overcharges that were paid by the assignor but were not paid by the public body as a part of the price quote, less the expenses incurred in obtaining that portion of the recovery. On demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under Government Code Sections 4550-4554 if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

D. If bidder is awarded Agreement and refuses to sign Agreement presented for signature within time and manner required, bidder will be liable to Caltrans for actual damages resulting to Caltrans therefrom or 10 percent (10%) of the amount quoted, whichever is less.

E. Loss Leader usage is prohibited in this Solicitation: It is unlawful for any person engaged in business within this State to sell or use any article or product as a "loss leader" as defined in Business and Professions Code Section 17030. "Loss Leader" means any article or product sold at less than cost: a) where the purpose is to induce, promote, or encourage the purchase of other merchandise; or b) where the effect is a tendency or capacity to mislead or deceive purchasers of prospective purchasers; or c) where the effect is to divert trade from or otherwise injure competitors.

F. No oral understanding or agreement shall be binding on either party.

21. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law unless the contract has been Federalized (i.e. there is federal participation in any phase). By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities,

that shall be grounds for rejection of the Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

PRICE QUOTE PROPOSAL

ADM-1412 (REV. 7/2021)

Attachment 1

Page 1 of 1

Contractor's Name (Please Print):

Item Number	Unit of Measure	Item	Total
1	Lump Sum	All labor, tools, equipment, materials, travel, and incidentals necessary to properly remove, legally dispose of, and provide and install 23 NDAA-compliant cameras, and one (1) NDAA Network Video Recorder, per STD 213, Exhibit A, Scope of work .	\$

- 1) Please do not alter, modify, or change this quote proposal sheet. Any alterations, modifications, or changes to this quote proposal sheet will be grounds to reject the quote.
- 2) Each line item must be quoted. Please do not leave any unit price column blank or this quote proposal sheet will be deemed non-responsive.

Attachment 3

**Non-Collusion Declaration to Be Executed By
Bidder and Submitted with Bid for Public Works**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ (date), at _____ (city), _____ (state).

Print or Type Name

Date

Signature

Attachment 4
Bid/Bidder Certification Sheet

Only an individual who is authorized to bind the bidding firm contractually shall sign the Bid/Bidder Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. This Bid/Bidder Certification Sheet must be signed and returned along with all "required attachments" as an entire package. The bid must be transmitted in a sealed envelope in accordance with IFPQ instructions.

- A. Our all-inclusive proposal is submitted in a sealed envelope marked "**Price Quote Proposal–Do Not Open**".
- B. All required attachments are included with this certification sheet.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.
- D. The signature and date affixed hereon certifies that this proposal is a firm offer for a 90-day period.

An Unsigned Bid/Bidder Certification Sheet May Be Cause for Bid Rejection

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
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2b. Email Address

3. Address

Indicate your organization type:

4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
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Indicate the applicable employee and/or corporation number:

7. Federal Employee ID No. (FEIN)	8. California Corporation No.
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Indicate the Department of Industrial Relations information:

9. Contractor Registration Number

Indicate applicable license and/or certification information:

10. Contractors State License Board Number	11. PUC License Number CAL-T-	12. Required Licenses/Certifications
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13. Proposer's Name (Print)

14. Title

15. Signature

16. Date

17. Are you certified with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) as:

a. Small Business Enterprise Yes No

If yes, enter certification number:

b. Disabled Veteran Business Enterprise
Yes No

If yes, enter your service code below:

Note: A copy of your Certification is required to be included if either of the above items is checked "Yes".

Date application was submitted to OSDS, if an application is pending: _____

Attachment 4
Bid/Bidder Certification Sheet

Completion Instructions for Bid/Bidder Certification Sheet

Complete the numbered items on the Bid/Bidder Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 2b, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your Federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State. This information is used to verify if a corporation is in good standing and qualified to conduct business in California.
9	Enter your Contractor Registration Number assigned by the Department of Industrial Relations (DIR). This Information will be used to determine if you are registered with DIR.
10	Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works agreements.
11	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
12	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
13, 14, 15, 16	Must be completed. These items are self-explanatory.
17	If certified as a Small Business Enterprise, place a check in the "Yes" box, and enter your certification number on the line. If certified as a Disabled Veteran Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to the Department of General Services, Office Small Business and DVBE Services. To get certified, go to https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Office-of-Small-Business-and-Disabled-Veteran-Business-Enterprise/Certification-Program .

Attachment 5

Bidder's Acknowledgement of Prevailing Wage Requirements

____ acknowledges this contract is a Public Works
Print Name of Bidder

Contract subject to the requirements of Labor Code Sections 1720-1861.

If awarded this Agreement, I acknowledge it will be my responsibility to ensure that all prevailing wage requirements are met, including, but not limited to the payment of appropriate prevailing wages rates to all employees who participate and perform services under this Agreement, Department of Industrial Relations registration, submittal of weekly certified payroll records, and employment of apprentices throughout the duration of this Agreement.

Prime Bidder's Signature

Date

Attachment 7

Required Attachment Checklist

A complete price quote package will consist of the items identified below.

Complete this checklist to confirm the items in your quote package. Place a check mark or "X" next to each item that you are submitting to Caltrans. All attachments identified below (unless noted otherwise) are required and must be returned as instructed or your quote may be considered non-responsive.

Return this checklist with your quote package.

Attachments	Attachment Name/Description
_____	Attachment 1 Price Quote Proposal (ADM-1412)
_____	Attachment 2 Contractor Certification Clauses (CCC 04/2017). The CCC 04/2017 must be downloaded at https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language
_____	Attachment 3 Non-Collusion Declaration
_____	Attachment 4 Bid/Bidder Certification Sheet
_____	Attachment 5 Bidder's Acknowledgement of Prevailing Wage Requirements
_____	Attachment 6 Darfur Contracting Act Certification (ADM-0077) must be downloaded at https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmId=ADM0077 .
_____	Attachment 7 Required Attachment Checklist

Attachment 8
Proposed Form of Agreement

Note to Bidders: The following pages represent a sample of the Agreement that will be awarded, if any, from this IFPQ. Please review it carefully and present any questions in writing to the contact identified for this IFPQ.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER
02A2261

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Transportation (Caltrans)

CONTRACTOR NAME

TBD

2. The term of this Agreement is:

START DATE

February 1, 2024 (Est.) or upon Caltrans approval, whichever is later

THROUGH END DATE

January 31, 2025 (Est.)

3. The maximum amount of this Agreement is:

\$TBD

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits		Title	Pages
	Exhibit A	Scope of Work	5
	Exhibit B	Budget Detail and Payment Provisions	7
	Exhibit C *	General Terms and Conditions (GTC 04/2017)	ONLINE
+ -	Exhibit D	Special Terms and Conditions	5
+ -	Exhibit E	Additional Provisions	4
+ -	Attachment 1	Price Quote Proposal (Attached upon award)	1
+ -	Attachment A	Location Site Map	1

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>*

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

TBD

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)	
02A2261		

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Transportation (Caltrans)

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
Division of Procurement and Contracts (DPAC), 1727 30th St, MS 65	Sacramento	CA	95816

PRINTED NAME OF PERSON SIGNING	TITLE
	Contract Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
	SCM 10.00 and PCC 10107

Exhibit A
Public Works (State)

Scope of Work

1. Contractor agrees to provide to the California Department of Transportation (Caltrans) all labor, materials, supplies, parts (including all types of mounting brackets and conduit), equipment, travel, and incidentals necessary to provide and install 23 National Defense Authorization Act (NDAA) compliant security cameras and a NDAA-compliant Network Video Recorder (NVR), throughout the Caltrans District 2 Facility.
2. Subcontracting is not permitted under this Agreement. All references to subcontracting or Subcontractors as found herein are not applicable to this Agreement.
3. The services shall be performed at Caltrans District 2 Office, located at 1657 Riverside Drive, Redding, CA 96001, within Shasta County.
4. Any reference to Caltrans Contract Manager shall include his/her designee.
5. This Agreement will commence on **February 1, 2024 (Est.)**, or upon approval by Caltrans, whichever is later, and no work shall begin before that time. This Agreement is of no effect unless approved by Caltrans. Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by Caltrans Contract Manager. This Agreement will expire on **January 31, 2025 (Est.)**. The services shall be provided during normal business hours Monday through Friday, 7:00 a.m. to 4:00 p.m., excluding State holidays. The parties may amend this Agreement as permitted by law.
6. All inquiries during the term of this Agreement will be directed to the project representatives listed below:

California Department of Transportation (Caltrans):	Contractor: TBD
Section/Unit: D02 / Administration	Section/Unit:
Caltrans Contract Manager: TBD	Project Manager:
Address: 1657 Riverside Drive Redding CA, 96001	Address:
Business Phone Number:	Business Phone Number:
Email:	Email:

7. General Requirements

- A. All work shall be completed and invoiced within 180 days of Notice to Proceed, unless approved in writing by Caltrans Contract Manager.
- B. Caltrans will provide badges to Contractor to allow access to on-site facilities and restrooms, if necessary.
- C. Caltrans Contract Manager will pre-approve of all materials prior to beginning work.
- D. Caltrans Contract Manager will have sole authority to approve or deny Contractor's equivalent product(s). Contractor shall receive written approval prior to purchasing and/or installing equivalent products. To obtain approval from Caltrans Contract Manager, Contractor shall submit a substitution request which shall include the specification sheet(s) of the proposed equivalent(s).

Exhibit A
Public Works (State)

- E. Contractor shall be responsible for removing the 23 current HIK Vision cameras and legally disposing of them.

8. Description of Work

- A. Contractor shall provide, install, and replace 23 security cameras with National Defense Authorization Act (NDAA)-compliant security cameras, in addition to any mounting accessories required. See **Attachment A, Location Site Map**.
- B. Cameras shall be Hanwha Techwin Wisenet Q-series, model number QND-8080R, or an approved equivalent. Contractor shall ensure that all exterior mounted cameras and accessories are weatherproof.
- C. All cameras shall be a minimum of 5.0 Megapixel (MP), Internet Protocol (IP), Wide Dynamic Range (WDR), Power over Ethernet (PoE) capable, and minimum of 65 feet infrared coverage capability. Cameras to be bullet or dome type with internal minimum 32 Gigabyte (GB) Secure Digital (SD) card storage for alternative local video recording and internal motion detection.
- D. The following are further minimum camera specifications:
 - 1) Cameras shall be username and password protected.
 - 2) Cameras shall run on/with the latest firmware.
 - 3) Cameras shall be Open Network Video Interface Forum (ONVIF) profile compliant.
 - 4) Resolution shall be no less than 1080P.
 - 5) Cameras will be NDAA-compliant.
 - 6) IP cameras may utilize PoE, Power over Coaxial (PoC), or have wireless capabilities.
 - 7) Minimum H.264 (video code compression) code flow video compression.
- E. All cameras must be able to record activities and shall be activated by motion detection. The system must provide the option to schedule camera activity to record during only selected time periods (e.g., only when facility is closed) to minimize the volume of recorded video.
- F. All cameras shall record video activity and record video back onto an NDAA-compliant NVR for a minimum of 30 frames per second (fps), in National Television System Committee (NTSC) format.
- G. Contractor shall provide and install one (1) central rack mount Hanwha Techwin XRN-3210B2 NVR, or approved equivalent, on the existing server rack.
- H. NVR must have a minimum of 40 Terabyte (TB) internal storage and Redundant Array of Independent Disks 5 (RAID 5) and must support a minimum of 15 cameras working simultaneously. NVR device shall have the capability to support 32 camera channels, to allow for future expansion of the camera system.
- I. The NVR must maintain video record for a minimum of 30 days.
- J. Contractor shall test all installed equipment to ensure capabilities are met.
- K. Contractor shall provide any licensing required for each new camera.

**Exhibit A
Public Works (State)**

- L. Contractor shall be responsible for acquiring exact measurements and quantity of materials needed prior to beginning work.
- M. Contractor shall ensure NVR is compatible with the existing NVMS7000 Client Software version 2.7.5.50 for remote viewing.
- N. Caltrans will allow Contractor to use electrical sources on Caltrans property to perform services, as needed.
- O. Contractor shall utilize existing wiring infrastructure.
- P. All work performed, and materials used by Contractor shall be in compliance with local codes. Work must also follow current industry standards. While it is not necessary to obtain building permits to perform the work on Caltrans owned properties, the work may be subject to inspection by local city or county agency code enforcement. Caltrans General Maintenance Contract Inspector also may inspect the work completed by Contractor. Contractor shall only do the specific work authorized by Caltrans Contract Manager.
- Q. Any work or material that is found to be substandard by Caltrans Contract Manager, or not in compliance with State or local codes, shall subject Contractor to a call back to redo the job and bring the job up to standard or code. Contractor shall perform any work under a call-back, including the materials required to complete such work, at its sole expense and at no cost to Caltrans.
- R. If poor work by Contractor persists and necessitates a third "call back" to complete/correct work, Contractor is hereby advised that this poor work record shall constitute grounds for termination of the Agreement, at the sole discretion of Caltrans Contract Manager, for default per **Exhibit D, Section 2 (Termination)**.
- S. Contractor shall leave each work site in a neat and clean condition. Contractor shall haul away and legally discard any materials or debris caused by its work actions from the job site.
- T. Costs of travel and time spent traveling to and from the work site is included in Contractor's bid rates in the **Price Quote Proposal, Attachment 1**. Also refer to **Exhibit B, Cost Detail and Payment Provisions, Section 1**.

9. Contractor Responsibilities

- A. Upon final approval of the Agreement, Caltrans Contract Manager shall contact Contractor to discuss and pre-approve the schedule and dates for work to be completed within the timeframe provided in this Agreement. All work scheduling shall be coordinated with Caltrans Contract Manager.
- B. Contractor shall ensure that only qualified and competent employee(s) are permitted on the job site and that the work shall be safely performed by the highest industry standards.
- C. Contractor shall conduct its operation in such a manner as to avoid injury or damage to the property of Caltrans or any adjacent property.
- D. Contractor shall take all necessary precautions to prevent injury or hazard to State employees and the public, and Contractor shall avoid causing unreasonable inconvenience to any person doing business on State property.

**Exhibit A
Public Works (State)**

- E. All Contractor personnel are to sign in upon arrival and sign out prior to departure.
- F. Contractor shall conduct its operations in such a manner as to avoid damage to State property or to adjacent property. If property is damaged by reason of Contractor's operations, it shall be replaced or restored at Contractor's sole expense and to the satisfaction of Caltrans Contract Manager.

10. Damages to State Property

- A. In the event any Caltrans property is damaged as a result of the actions of Contractor, or its employees, Contractor shall repair, at its sole expense, the damage which has occurred as a direct result of Contractor, or its employees.
- B. Repair efforts must be performed in a manner in which ensures all warranties are maintained for any products that are damaged.
- C. Repair efforts shall include the full costs for all required labor and materials. If the repair must be completed by an outside entity, Caltrans Contract Manager will approve of who shall be hired to complete the work.

11. Code of Conduct

- A. Contractor and its employees shall be aware that they are working on Caltrans property and be always courteous and respectful.
- B. Contractor and its employees shall refrain from using loud voices, inappropriate language, and shall always conduct themselves in a professional manner.
- C. Contractor shall abide by all applicable laws and regulations of Caltrans. Caltrans will not be responsible for any violations or unlawful acts of Contractor and/or its employees in the performance of this Agreement.
- D. If Contractor's employees display any behavior that Caltrans Contract Manager deems inappropriate or offensive, Caltrans Contract Manager shall have the right to remove that employee from doing further work on this Agreement.

12. Worksite Clean Up

- A. Contractor shall clean and keep the area in an orderly, safe, and clean condition including, but not limited to, spills and smudges.
- B. Contractor shall own and assume all responsibility for litter, waste, debris, and similar materials arising from or produced by the work performed under this Agreement. Contractor shall haul away and legally discard any materials or debris caused by its work actions from the job site.
- C. Contractor's bid shall include the cost to dispose of or recycle the discarded materials and Contractor shall be responsible for such disposal and recycling costs. No litter, waste, debris, and other materials shall be deposited in any Caltrans dumpsters without advance written permission from Caltrans Contract Manager.
- D. Such litter, waste, debris, and other materials are not expected to include hazardous waste. However, if hazardous waste is encountered, Contractor shall notify Caltrans Contract Manager right away. It is the responsibility of Caltrans Contract Manager to take appropriate actions necessary when dealing with hazardous waste.

**Exhibit A
Public Works (State)**

13. Final Clean Up

Contractor shall leave the work site in a neat and clean condition. If work site is not left in a neat and clean condition, Contractor shall be called back to correct the condition at no extra charge to Caltrans. No invoice shall be paid unless the site has been cleaned to the satisfaction of Caltrans Contract Manager. All debris generated by Contractor's performance of service, including any and all discarded parts or materials, shall be removed from work site upon completion of service each day, hauled away and legally disposed of by Contractor, according to all local, State and Federal laws.

14. Inspection and Acceptance for Payment

- A. It is the responsibility of Contractor to notify Caltrans Contract Manager that the work is complete and ready for inspection. Work is subject to inspection and acceptance by Caltrans Contract Manager.
- B. Caltrans Contract Manager shall have the ultimate responsibility and authority to determine whether Contractor's satisfied Contractor's duties and obligations under the Agreement, including specifically whether Contractor delivered all work product and deliverables and whether Contractor's work product and deliverables satisfied all of the applicable contract requirements (including acceptance criteria or tests).
- C. Approval of work constitutes approval for payment and not transference or termination of Contractor's responsibility to perform work in accordance with the terms of the Agreement, and any work that needs corrections shall be at Contractor's sole cost and expense in a timely manner.
- D. Regardless of any prior inspections and acceptances of work during the term of this Agreement, all work is subject to final inspection and approval by Caltrans Contract Manager.
- E. The operation of the equipment by Caltrans does not constitute an acceptance of completed work.
- F. Work shall be accepted only after Contractor has adjusted equipment, demonstrated that it fulfills the requirements of the drawings and work, and has furnished all required certificates.
- G. Failure to complete work, as required by this Agreement, shall be considered grounds for termination of this Agreement for default, per **Exhibit D.2, Termination**.

15. Warranty

Upon completion and acceptance of work by Caltrans Contract Manager, Contractor shall provide a warranty for the term of one (1) year against defects and deficient workmanship. Contractor shall guarantee all parts, components, and services that were provided under this Agreement.

Exhibit B
Public Works-State

Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. For services satisfactorily rendered and approved by Caltrans Contract Manager, and upon receipt and approval of the invoices, Caltrans agrees to compensate Contractor in accordance with the **Price Quote Proposal, Attachment 1**, and this **Exhibit B**. Incomplete or disputed invoice(s) shall be returned to Contractor, unpaid, for correction.
- B. Contractor will be paid a lump sum of **\$TBD**, in arrears, in full payment for all work and services performed under this Agreement.
- C. Each invoice shall include:
 - 1) Agreement Number
 - 2) Dates of Service
 - 3) Location of Service
 - 4) Invoices or receipts for parts, material, and supplies, if applicable
- D. Each invoice shall be submitted in triplicate to:

Department of Transportation (Caltrans)
D2 / Administration
Attention: TBD
1657 Riverside Drive
Redding CA, 96001

- E. Contractor shall submit a certified copy of all payroll records for verification by Caltrans Contract Manager with each invoice. Delinquent or inadequate certified payrolls or other required documents will result in the withholding of payment until such documents are submitted by Contractor.

2. Budget Contingency Clause

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to Caltrans by United States Government or California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. It is mutually agreed that if Congress or State Legislature does not appropriate sufficient funds for the program, Agreement shall be amended to reflect any reduction in funds.
- D. Pursuant to Government Code Section 927.13, no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or refund that is the result of a federally mandated program or that is directly dependent upon the receipt of federal funds by a state agency.

Exhibit B
Public Works-State

- E. Caltrans has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

3. Prompt Payment Clause

- A. Payment will be made in accordance with, and within the time specified in, Government Code, Chapter 4.5, commencing with Section 927 and all agreements must comply with Public Contract Code Sections 10262 and 10262.5.
- B. Pursuant to Public Contract Code Section 10262, Contractor shall pay its Subcontractor(s) within seven (7) calendar days from receipt of each payment made to Contractor by Caltrans.
- C. Failure of Contractor adhering to Public Contract Code Section 10262 may result in termination of this Agreement per Public Contract Code Section 10253 and disciplinary action by the Contractors State License Board may be implemented
- D. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

4. Cost Limitation

Total amount of this Agreement shall not exceed **\$TBD**.

5. Rates

Contractor shall perform all work under this Agreement for the lump sum of **\$TBD**.

6. Costs Included in Bid Rates

- A. The cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, Agreement bond premiums, and any other taxes or assessments including sales and use taxes required by law or otherwise shall be included in the Agreement rates and no additional allowance will be made thereof, unless separate payment provision should specifically so provide.
- B. Contractor shall make travel and subsistence payments to each worker in compliance with Labor Code Sections 1773.1 and 1773.9. Travel and subsistence requirements are available on the of Department of Industrial Relations (DIR) website at <https://www.dir.ca.gov/OPRL/DPrelWageDetermination.htm>.

7. Cost Principles

- A. Contractor agrees that the Contract Cost Principles and Procedures, 48 CFR, Part 31, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in 2 CFR, Part 200, shall be used to determine the allowable individual items of cost.
- B. Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by Contractor to Caltrans.
- C. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

Exhibit B
Public Works-State

8. Payroll Records

A. Contractor and each Subcontractor shall comply with the following provisions. Contractor shall be responsible for compliance by its Subcontractors.

- 1) Each Contractor and Subcontractor shall keep accurate payroll records and supporting documents as mandated by California Labor Code Section 1776 and as defined in Section 16000 of Title 8 of the California Code of Regulations, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or Subcontractor in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. Employer has complied with requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by its employees on the public works project.
- 2) The payroll records enumerated under **paragraph 1**, above, shall be certified. The certified payrolls and records related to employee wages, fringe benefits, payroll tax and deductions shall be available for inspection and copying by Caltrans representative at all reasonable hours at Contractor's principal office. Contractor shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to employee or employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in **paragraph 1**, above, shall be made available for inspection or furnished upon request to a representative of Caltrans, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the of Industrial Relations. Certified payrolls submitted to Caltrans, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards shall not be altered or obliterated by Contractor.
 - c. The public shall not be given access to certified payroll records by Contractor. Contractor is required to forward any requests for certified payrolls to Caltrans Contract Manager by both email and regular mail on the business day following receipt of the request.
- 3) Each Contractor shall submit a certified copy of the records enumerated in **paragraph 1**, above, to the entity that requested the records within 10 days after receipt of a written request.
- 4) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by Caltrans shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address and social security number. The name and address of Contractor awarded the Agreement or performing the Agreement shall not be marked or obliterated.

Exhibit B
Public Works-State

- 5) Contractor shall inform Caltrans of the location of the records enumerated under **paragraph 1**, above, including the street address, city, and county, and shall, within five (5) working days, provide a notice of a change of location and address.
- 6) Contractor or Subcontractor shall have 10 days in which to comply subsequent to receipt of written notice requesting the records enumerated in **paragraph 1**, above. In the event Contractor or Subcontractor fails to comply within the 10-day period, they shall, as a penalty to Caltrans, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by Caltrans from payments then due. A Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.

B. The penalties specified in **paragraph 6**, above, for noncompliance with the provisions of said Section 1776 will be deducted from any monies due or which may become due to Contractor. Penalties assessed for failure to submit certified payrolls are forfeitures and not retentions that will be returned to Contractor.

C. Payrolls shall contain the full name, address and social security number of each employee, the correct work classification (including apprentices, if applicable), rate of pay, daily and weekly number of hours worked, itemized deductions made, and actual wages paid. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or employer's agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the Agreement. The "Statement of Compliance" shall be on forms furnished by Caltrans or on any form with identical wording. Any payroll that does not include the required "Statement of Compliance" will be deemed inadequate and unacceptable. Contractor shall be responsible for the submission of copies of payrolls of all Subcontractors.

D. Contractor and each Subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the Agreement.

E. Contractor shall submit a certified copy of all payroll records for verification by Caltrans Contract Manager and/or designee with each invoice. When progress payments are called for, Contractor shall submit a certified copy of all payroll records for verification for the work completed to date with each invoice. Delinquent or inadequate certified payrolls or other required documents will result in the withholding of payment until such documents are submitted by Contractor.

F. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

9. Penalty

- A. Contractor and any Subcontractor under Contractor shall comply with Labor Code Sections 1774 and 1775. In accordance with said Labor Code Section 1775, Contractor shall forfeit, as a penalty to Caltrans, not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any public work done under the Agreement by them, or by any Subcontractor under them, in violation of the provisions of the Labor Code and, in particular, Labor Code Sections 1775 to 1780, inclusive.

Exhibit B
Public Works-State

- B. The amount of this forfeiture shall be determined by Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of Contractor or Subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of Contractor or Subcontractor in meeting their prevailing wage obligations, or a Contractor's willful failure to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if Contractor or Subcontractor had knowledge of the obligations under the Labor Code. Any contractor that executes and receives a copy of this Agreement is deemed to have knowledge of their obligations regarding the Labor Code's prevailing wage requirements. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor or Subcontractor.
- C. If a worker employed by a Subcontractor on a public works project is not paid the general prevailing per diem wages by Subcontractor, Prime Contractor of the project is not liable for any penalties described above unless Prime Contractor had knowledge of that failure of Subcontractor to pay the specified prevailing rate of wages to those workers or unless Prime Contractor fails to comply with all the following requirements:
 - 1) The Agreement executed between Contractor and Subcontractor for the performance of work on the public works project shall include a copy of the provisions of Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - 2) Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the Subcontractor to the employees by periodic review of the certified payroll records of the Subcontractor.
 - 3) Upon becoming aware of failure of Subcontractor to pay his or her workers the specific prevailing rate of wage, Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited, to retaining sufficient funds due the Subcontractor for work performed on the public works project.
 - 4) Prior to making final payment to the Subcontractor for work performed on the public works project, Contractor shall obtain an affidavit signed under penalty of perjury for the Subcontractor that the Subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Labor Code Section 1813.
- D. Pursuant to Labor Code Section 1775, Caltrans shall notify Contractor on a public works project within 15 days of receipt of a complaint that a Subcontractor has failed to pay workers the general prevailing rate of per diem wages.
- E. If Caltrans determines that employees of a Subcontractor were not paid the general prevailing rate of per diem wages and if Caltrans did not retain sufficient money under the Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, Contractor shall withhold an amount of moneys due Subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by Caltrans.
- F. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

Exhibit B
Public Works-State

10. State General Prevailing Wage Rates

- A. Contractor agrees to comply with all the applicable provisions of the Labor Code including those provisions requiring the payment of not less than the general prevailing rate of wages. Contractor further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.
- B. Pursuant to Labor Code Section 1771.5, not less than general prevailing wage rate of per diem wages and general prevailing rate of per diem wages for holiday and overtime work for work of a similar character in the county in which the work is to be performed shall be paid to all workers employed on this Agreement, if this Agreement is for:
 - 1) More than \$25,000 for public works construction, or
 - 2) More than \$15,000 for the alteration, demolition, installation, repair, or maintenance of public works.
- C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

11. State Prevailing Wage Rate Determinations

- A. The General Prevailing Wage Rate Determinations applicable to the project are available and on file with the Caltrans Regional/District Labor Compliance Office. These wage rate determinations are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2. Any special wage rate determinations applicable to this project are attached.
- B. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the DIR website at:
<https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.
- C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations are to be obtained by Contractor from DIR. These wage rate determinations are to be posted by Contractor at the job site in accordance with Labor Code Section 1773.2.
- D. After the award of the Agreement, questions pertaining to predetermined wage rates should be directed to the Caltrans Labor Compliance Office:

Caltrans Headquarters Labor Compliance Office
1120 N Street, MS-44
Sacramento, CA 95814
Email: labor.compliance@dot.ca.gov

12. Hours of Labor

- A. Eight (8) hours labor constitutes a legal day's work. Contractor shall forfeit, as a penalty to the State of California, twenty-five dollars (\$25) for each worker employed in the execution of the Agreement by Contractor or any Subcontractor under Contractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code, and in particular Sections 1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours

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per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and 40 hours in any week, at not less than one and one-half times the basic rate of pay, as provided in Section 1815.

- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

13. Employment of Apprentices

- A. Where the prime contract is \$30,000 or more, Contractor and any Subcontractors under them shall comply with all applicable requirements of Labor Code Sections 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
- B. Contractors and Subcontractors are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, Contractors and Subcontractors are advised to contact the State Division of Apprenticeship Standards, P. O. Box 420603, San Francisco, California 94142-0603, or one of its branch offices, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the Agreement work. Prime Contractor is responsible for all Subcontractors' compliance with these requirements. Penalties for failure to comply with apprenticeship requirements are specified in Labor Code Section 1777.7.
- C. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

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Special Terms and Conditions

1. Settlement of Disputes

- A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by Caltrans Contract Officer, who may consider any written or verbal evidence submitted by Contractor. The decision of the Caltrans Contract Officer, issued in writing, shall be Caltrans' final decision on the dispute.
- B. Neither the pendency of a dispute nor its consideration by Caltrans Contract Officer will excuse Contractor from full and timely performance in accordance with the terms of the Agreement.

2. Termination

- A. If, after award and execution of the Agreement, Contractor's performance is unsatisfactory, the Agreement may be terminated for default. Additionally, Contractor may be liable to Caltrans for damages including the difference between Contractor's original bid price and the actual cost of performing the work by another Contractor. Default is defined as Contractor failing to perform services required by the Agreement in a satisfactory manner.
- B. Caltrans reserves the right to terminate this Agreement for any or no cause upon 30 days' written notice to Contractor or immediately in event of default or material breach by Contractor.
- C. The State may terminate this Agreement immediately for good cause. The term "good cause" may be defined as "impossibility of performance" or "frustration of purpose," but does not include material breach, default, or termination without cause. In this instance, the Agreement termination shall be effective as of the date indicated on the State's notification to Contractor.
- D. In the event that the total Agreement amount is expended prior to the expiration date, Caltrans may, at its discretion, terminate this Agreement with 30 days' notice to Contractor.

3. Retention of Records/Audits

- A. For the purpose of determining compliance with Government Code Section 8546.7, Contractor and Subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) years from the date of final payment under the Agreement. Caltrans, the State Auditor, Federal Highway Administration (FHWA), or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to Contractor's books, records, and documents that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

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4. Subcontractors

Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted.

5. Reporting Disabled Veteran Business Enterprise (DVBE) Utilization

If this Agreement requires DVBE participation, it is the responsibility of Contractor to track DVBE participation requirement progress and Contractor must report the actual amount paid to certified Subcontractors. Contractors must comply with Government Code Section 14841 and Military and Veterans Code Sections 999.5(d) and 999.7 by reporting the actual utilization of certified Subcontractor(s) during the performance of this Agreement. Contractor shall prepare and submit the Report of Utilization of Small/Micro Business and Disabled Veteran Business Enterprise State Funded Contracts Only (ADM-3059) (<https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmId=ADM3059>) to Caltrans Contract Manager with each invoice.

If Contractor fails to submit the ADM-3059 with the final invoice, Caltrans Contract Manager shall withhold \$10,000, or the full payment if it is less than \$10,000, from the final payment on the Agreement until Caltrans Contract Manager receives a complete and satisfactory ADM-3059. Caltrans Contract Manager shall notify Contractor by email that Contractor must submit a complete and satisfactory ADM-3059 within 30 days from the date of the notice. If Contractor fails to fully complete and submit the ADM-3059 within this 30-day period, Caltrans shall permanently withhold payment of the final invoice.

Upon Caltrans Contract Manager's request, Contractor shall provide proof of payment for the work performed by the DVBE subcontractor(s).

6. Reporting Small Business/Micro Business (SB/MB) Utilization

If SB/MB Subcontractor participation is a requirement of this Agreement, Contractor must report the actual amount paid to certified Subcontractors. Contractor must comply with Government Code Section 14841 by reporting the actual utilization of certified Subcontractor(s) during the performance of this Agreement. Contractor shall prepare and submit the Report of Utilization of Small/Micro Business and Disabled Veteran Business Enterprise State Funded Contracts Only (ADM-3059) (<https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmId=ADM3059>) to Caltrans Contract Manager with each invoice.

7. DVBE Participation (Not Required)

Caltrans has not established a DVBE participation requirement for this Agreement. However, Contractor shall be fully informed respecting the California Public Contract Code Sections 10115 et seq., which is incorporated by reference. Contractor is urged to obtain DVBE Subcontractor participation should clearly defined portions of the work become available.

8. Laws to be Observed

Contractor shall keep fully informed of all existing and future State and Federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall at all times observe and comply with

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and shall cause all agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Agreement. Contractor shall protect and indemnify the State of California and all officers and employees thereof connected with the work against any claim, injury, or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by Contractor, its Subcontractor(s), or an employee(s). If any discrepancy or inconsistency is discovered in the plans, drawings, specification, or Agreement for the work in relation to any such law, ordinance, regulation, order, or decree, Contractor shall immediately report the same to Caltrans Contract Manager in writing.

9. Specific Legal References

Any reference to specific statutes, regulations, or other legal authority in this Agreement shall not relieve Contractor from the responsibility of complying with all existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Agreement.

10. Equipment Indemnification

- A. Contractor shall indemnify Caltrans for any claims against Caltrans for loss or damage to Contractor's property or equipment during its use under this Agreement and shall, at Contractor's own expense, maintain such fire, theft, liability, or other insurance as deemed necessary for this protection. Contractor assumes all responsibility which may be imposed by law for property damage or personal injuries caused by defective equipment furnished under this Agreement or by operations of Contractor or Contractor's employees under this Agreement.
- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

11. Force Majeure

Neither party shall be liable to the other for any delay in, or failure of, performance, nor shall any such delay in, or failure of, performance constitute default, if such delay or failure is (directly or indirectly) caused by "Force Majeure" without the fault, intentional act, or negligence of the Contractor. As used in this section, "Force Majeure" shall include, but shall not be limited to, acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, interruption in service by a regulated utility, or governmental statutes or regulations superimposed after the fact.

12. Employment of Undocumented Workers

By signing this Agreement, Contractor swears or affirms that it has not, in the preceding five (5) years, been convicted of violating a State or Federal law relative to the employment of undocumented workers.

13. Bonds

Payment Bond Requirement: If the total contract price exceeds \$25,000, Contractor shall furnish a Payment Bond for not less than one hundred percent (100%) of the total amount payable by the terms of this Agreement. The Payment Bond is due prior to the start date of work. No work may commence without receipt of a valid Payment Bond. The Payment Bond must be in effect at all times for the duration of the Agreement. If the Payment Bond expires during the term of the Agreement, a new Payment Bond must be provided to the Caltrans

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Contact Manager not less than 10 business days prior to its expiration. Failure to maintain a Payment Bond for the full term of this Agreement will be grounds for termination for default in addition to other legal remedies Caltrans may have. Inadequate or lack of a Payment Bond does not negate Contractor's obligations under this Agreement.

14. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards

In addition to, and not a limitation of, Contractor's indemnification obligations contained elsewhere in this Agreement, Contractor hereby assumes all risks of the consequences of exposure of Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind, or origin. Contractor also agrees to take all appropriate safety precautions to prevent any such exposure to Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. Contractor also agrees to indemnify and hold harmless Caltrans, the State of California, and each and all of their officers, agents and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, Contractor also agrees that the provisions of this paragraph shall apply regardless of the existence or degree of negligence or fault on the part of Caltrans, the State of California, and/or any of their officers, agents and/or employees.

15. Mandatory Organic Waste Recycling

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if Contractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week, Contractor shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. Contractor shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from Caltrans Contract Manager.

16. ADA Compliance

All entities that provide electronic or information technology or related services that will be posted online by Caltrans must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

17. Electronic Signatures

Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for this Agreement. Documents that are referenced by this Agreement may still require manual signatures

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18. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law unless the contract has been Federalized (i.e. there is federal participation in any phase). The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

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Additional Provisions

1. General Provisions Required in all Insurance Policies

- A. Deductible: Contractor is responsible for any deductible or self-insured retention contained within the insurance program.
- B. Coverage Term: Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of this Agreement, a new certificate must be received by Caltrans Contract Manager at least ten (10) days prior to the expiration of the insurance. Any new insurance must continue to comply with the original terms of this Agreement **02A2261**.
- C. Policy Cancellation or Termination and Notice of Non-Renewal: Contractor shall provide, to Caltrans Contract Manager within five (5) business days, following receipt by Contractor, a copy of any cancellation or non-renewal of insurance required by this Agreement. In the event Contractor fails to keep, in effect at all times, the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.
- D. Primary Clause: Any required insurance contained in this Agreement shall be primary, and not excess or contributory, to any other insurance carried by the State.
- E. Inadequate Insurance: Inadequate or lack of insurance does not negate Contractor's obligations under this Agreement.
- F. Endorsements: Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- G. Insurance Carrier Required Rating: All insurance companies must carry a rating acceptable to the Department of General Services, Office of Risk and Insurance Management (ORIM). If Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required. Department of General Services, ORIM Website: <https://www.dgs.ca.gov/ORIM>.
- H. Contractor shall include all its Subcontractors as insureds under Contractor's insurance or supply evidence of insurance to the State equal to the policies, coverages, and limits required of Contractor.
- I. The State will not be responsible for any premiums or assessments on the policy.

2. Insurance Requirements

A. Commercial General Liability

- 1) Contractor shall maintain general liability on an occurrence form with limits not less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor's limit of liability.
- 2) The policy must include:

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Caltrans, State of California, its officers, agents, and employees are included as additional insured, but only with respect to work performed for the State of California under this Agreement. The additional insured endorsement must accompany the certificate of insurance.

3) This endorsement must be supplied under form acceptable to the Department of General Services, Office of Risk and Insurance Management.

B. Automobile Liability

Contractor shall maintain motor vehicle liability with limits not less than **\$1,000,000** combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

C. Workers' Compensation and Employer's Liability

Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of **\$1,000,000** are required. When work is performed on State owned or controlled property the workers' compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided to Caltrans Contract Manager.

D. Satisfying a Self-Insured Retention (SIR)

All insurance required by this Agreement must allow, but not require, the State to pay any SIR and/or act as Contractor's agent in satisfying any SIR. The choice to pay any SIR and/or act as Contractor's agent in satisfying any SIR is at the State's discretion. If the State chooses to pay any SIR and/or act as Contractor's agent in satisfying any SIR, Contractor shall reimburse the State for the same.

E. Available Coverages/Limits

In the event the insurance coverages obtained by Contractor is broader in scope than, and/or the limits are higher than, those required under the contract, all such broader coverage and/or higher limits available to Contractor shall also be available and applicable to the State.

3. Licenses and Permits

- A. Contractor shall be properly licensed in accordance with the laws of the State of California and shall possess a **C-7 (Low Voltage Systems Contractor) or C-10 Electrical Contractor** license issued by the California Contractors State Licensing Board (CSLB).
- B. Contractor shall be an individual or firm qualified to do business in California and shall obtain at his/her/its expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.
- C. If Contractor is headquartered the State of California, Contractor must have a business license or equivalent from the city/county in which it is headquartered. If Contractor is a corporation or other business entity (apart from a sole proprietorship or general

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partnership), then Contractor must be registered and active/in good standing with the California Secretary of State.

- D. If Contractor is headquartered outside the State of California, Contractor must submit to Caltrans a copy of its business license or equivalent. If Contractor is a foreign corporation or business entity (apart from a sole proprietorship or general partnership), then Contractor must be registered and active/in good standing with the California Secretary of State.
- E. In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide Caltrans Contract Manager a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event Contractor fails to keep in effect at all times all required license(s) and permit(s), Caltrans may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

4. Licensed Contractor Standards for Quality of Work

- A. Licensed Contractors must observe professional standards for quality of work or the California Contractors State License Board (CSLB) will invoke disciplinary action.
- B. Notice is hereby given that certain actions by Contractor, including, but not limited to, the following, constitute grounds for disciplinary action once Caltrans has notified the license board of all violations:
 - 1) A willful departure from plans and specifications or disregard of trade standards for good and workmanlike construction in any material respect that might prejudice the Caltrans owner of the property upon which you perform work (Bus. and Prof. Code, 7109).
 - 2) The failure to observe and comply with all the applicable labor laws (Bus. and Prof. Code Section 7110).
 - 3) Material failure to complete this Agreement (Bus. and Prof. Code 7113).
- C. Should Caltrans determine that the work or materials provided vary materially from the specifications, or, that defective work when completed was not performed in a workmanlike manner, then Contractor warrants that they shall perform all necessary repairs, replacement and corrections needed to restore the property according to the Agreement plans and specifications, all at no further or additional cost to Caltrans.

5. Prohibition of Delinquent Taxpayers

Public Contract Code Section 10295.4 prohibits the State from entering into an Agreement for goods or services with any taxpayer, whose name appears on either list maintained by the California Department of Tax and Fee Administration or the Franchise Tax Board pursuant to Revenue Taxation Code Sections 7063 and 19195, respectively, of the 500 largest tax delinquencies. Public Contract Code Section 10295.4 provides no exceptions to these prohibitions.

6. Debarment and Suspension Certification

- A. Contractor's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that Contractor or any person associated therewith in the capacity of owner, partner, director, officer, or manager:

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- 1) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- 2) has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past three (3) years;
- 3) does not have a proposed debarment pending; and
- 4) has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to Caltrans. Exceptions will not necessarily result in denial of recommendation for award but will be considered in determining bidder responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

7. Interfacing with Pedestrian Vehicular Traffic

Pursuant to the authority contained in California Vehicle Code Section 591, Caltrans has determined that within such areas as are within the limits of the project and are open to public traffic, Contractor shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of California Vehicle Code. Contractor shall take all necessary precautions for safe operations of Contractor's equipment and the protection of the public from injury and damage from such property.

8. Motor Carrier Permit Requirements

- A. Contractor is responsible for determining whether California Vehicle Code Sections 34601 and 34620 require Contractor to have a valid Motor Carrier Permit (MCP) issued by the Department of Motor Vehicles (DMV) in order for Contractor to lawfully perform any part or aspect of the work described in **Exhibit A, Scope of Work**, and, if California Vehicle Code Sections 34601 and 34620 do require same for any part or aspect of such work, Contractor must have a valid MCPs issued from the DMV for its services as a Motor Carrier of Property under this Agreement. Contractor shall pay any required fees necessary to obtain and maintain in good standing during the entire term of this Agreement the any such required MCP(s).
- B. MCP(s), if any, required for Contractor's Motor Carriers of Property under California Vehicle Code Sections 34601 and 34620 shall be on file with Contractor for the duration of this Agreement. Upon request of Caltrans Contract Manager or their designee, Contractor must immediately provide to Caltrans a copy of the required MCP(s), if any.

9. Small Business or Disabled Veteran Business Enterprise Certification

Contractor shall maintain its status as a Department of General Services (DGS) certified Small Business (SB)/Microbusiness (MB)/Small Business for the purpose of public works (SB-PW), or Disabled Veteran Business Enterprise (DVBE), as applicable, throughout the term of this Agreement.

10. Contractor Registration Program

No Contractor or Subcontractor may be awarded a contract or engage in the performance of any contract for with prevailing wages, unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

